

[illegible]

B10 (Official Form 10) (12/08)

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim Form (if not already filled in)**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002 (g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim:

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state the annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a):

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

— DEFINITIONS —**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor that arose on or before the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt owed by the debtor that arose on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to the other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

— INFORMATION —**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offer to Purchase Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. §101 et seq.), and any applicable orders of the bankruptcy court.

In re: **Tribes Holdings, LLC**
Chapter 11 Case No. 09-14817
United States Bankruptcy Court
District of Nevada

SUMMARY OF PROOF OF CLAIM BY QUALCOMM INCORPORATED

Qualcomm Incorporated (“Qualcomm”) holds an unsecured claim against **Tribes Holdings, LLC**, (“**Tribes**”) in a total sum of **\$6,073.00** pursuant to the terms of a written contract for certain services rendered and goods provided in connection with the operation of certain GlobalTRACS Terminals (“GTs”) purchased from Qualcomm. **Tribes** entered into that certain GlobalTRACS Contract dated December 7, 2006 (the “Contract”) pursuant to which Qualcomm provided data transmission services, licensed certain software, shipped certain communications equipment and parts and provided certain maintenance, repair and other ancillary services in connection with the GTs. A true and correct copy of the Contract is attached hereto as Exhibit A. Pursuant to the invoices, copies of which are attached hereto as Exhibit B, as of the petition date of March 24, 2009 **Tribes** owed Qualcomm the amount of **\$4,588.00** for goods and services rendered under the terms of the Contract. **Tribes** terminated the Contract prior to its expiration date and incurred termination fees in the sum of **\$1,485.00** for such early termination. (See Exhibit C)

Qualcomm reserves the right to amend this claim to add any additional pre-petition unpaid amounts that may be hereafter discovered.

EXHIBIT A
CONTRACT


GLOBALTRACS CONTRACT
GlobalTRACS Cover Page

This GlobalTRACS contract ("Contract") is made and entered into as of this 7th day of December 2006 ("Effective Date") by and between the company listed as the customer ("Customer") and QUALCOMM Incorporated ("QUALCOMM"). This Contract shall consist of: (i) this GlobalTRACS Cover Page, (ii) the GlobalTRACS Terms and Conditions, and (iii) the GlobalTRACS Price List. The term of this Contract shall commence upon the Effective Date and shall continue in effect for a period of three (3) years ("Term"). Thereafter, the Contract shall be automatically extended on a year-to-year basis ("Extended Term") unless terminated by either party in writing on not less than ninety (90) days prior written notice to the other party prior to the applicable anniversary of the Effective Date.

The price and delivery schedule are predicated on this Contract being executed by both parties on or prior to: 4/17/2008 12-1-06 JH

CUSTOMER INFORMATION

Customer Name: Trides Holdings LLC

Invoice Address: 470 Minor Ct. Ste B-106

Shipping Address: same

Henderson, NV 89015

Attention: Rosen

E-mail: rosen@tridesholdings.com

Alt: same

Smile:

Phone: 702-733-7542

Fax:

Phone: 208-944-0302

Fax:

HARDWARE

ITEM	DESCRIPTION	QUANTITY	PRICE
1	GlobalTRACS Terminal: Includes terminal, standard power and sensor cable assembly, standard combined communication/GPS antenna, cable, and installation kit with standard mounting hardware		\$ 250.00 each
2	Low Profile Antenna Upgrade charge		\$35.00 each
3	Terminal Activation Fee: One-time fee per Terminal	4	\$25.00 each

SERVICE PLANS

Service plan fees are based on the number of event usage per month, per terminal and apply only to standard event usage as described in the GlobalTRACS Price List. Value Added Services are at the rates set forth in the GlobalTRACS Price List.

ITEM	TIER	NUMBER OF MONTHLY EVENT USAGE	MONTHLY PRICE PER TERMINAL
4	Tier #5	32 to 75 events	\$30.00
	Tier #4	11 to 31 events	\$25.00
	Tier #3	6 to 10 events	\$23.00
	Tier #2	1 to 5 events	\$18.00
	Tier #1	0 (no activity)	\$11.00
5	Reporting Interval: Select interval for Scheduled Status reports. <input type="checkbox"/> DAILY <input checked="" type="checkbox"/> WEEKLY <input type="checkbox"/> OTHER _____		

HARDWARE DELIVERY SCHEDULE

ITEM	DELIVERY SCHEDULE	QUANTITY	DELIVERY SCHEDULE	QUANTITY
6	Terminals (prior to 1/1/2008)	4	Terminals (prior to)	
	Terminals (prior to)		Terminals (prior to)	

Note 1, 1 GlobalTRACS Starter Kit of low profile antenna @ \$245.00.

No Charge on item 1 low profile antennas on any units ordered on or before December 26, 2006.

Term: Three (3) Year

Customer acknowledges that it has read and agreed to the attached GlobalTRACS Terms and Conditions. As of the Effective Date, the parties have executed this Contract by their duly authorized representatives.

QUALCOMM Incorporated

CUSTOMER:

Signature: Brigette P. Sheils

Signature: John D. Rosen

Print Name: Brigette P. Sheils

Print Name: John D. Rosen

Title:

Brigette P. Sheils
Contracts Specialist

Title: FLEET MANAGER

QUALCOMM Proj

REV 10/04/06

services, and mounting brackets are excluded from the Warranty

2.3. **Service Warranty.** QUALCOMM warrants to Customer that the Service will conform to the specifications set forth in its plans excluding "Off-Hours Service Downtime" and (7) that the QUALCOMM shall maintain the Service and replace any outage in the Service in accordance with industry professional standards for maintenance and operation of a 3G data management network. "Planned Outages" means scheduled maintenance with advance notice to Customer that primarily occurs between the hours of 0:00 to 3:00 a.m. and includes time on a calendar. QUALCOMM generally provides scheduled maintenance six (6) times per year with priority to the redundant backup Network Management Center in Las Vegas, NV. "Service Availability" shall mean provision of the Service to Customer in Covered Area from interruption or break

1. *Trachinotus* is a genus of fish, a member of the family Scombridae.

3.2. **CUSTOMER REQUESTS:** In the event that Customer requests QUALCOMM to provide the Service through one or more third party service providers ("Third Parties") located outside the United States, QUALCOMM shall pay to Customer on a quarterly basis within thirty (30) days prior to the end of the applicable quarter compensation for Data Access Services in the amount of: (i) the monthly payment (25%) of net revenues for wire-line Data Access Services created by the Third Parties; plus (ii) the monthly payment (25%) of net revenues for mobile Data Access Services created by the Third Parties; less (iii) the monthly payment (25%) of net revenues for Data Access Services generated by the Third Parties' services providers initiated by a third party (the "Commissioned"). Commission shall include: (a) access fees, toll, long, and internet or telecommunication link charges, and any other charges associated with the transmission of data over the network; and (b) the cost of the Data Access Services received actually collected by QUALCOMM that were delivered from Data Access Services initiated by Customer on machines owned or leased by Customer. Commission shall not be paid after the expiration or termination of this Contract, and Commission shall not be paid where prohibited by any local, federal state or local government laws.

5. TERM AND TERMINATION

5.1 Term. The term of this Contract shall be as set forth on the GSADMIN/ACI Cover Page of this Contract.

6.1. Confidentiality of Contract and Information The terms of this Contract, including its pricing, are confidential information of QUALCOMM. Any business, operations, or technical information furnished by either party which is marked with a confidential or proprietary data legend and shall be deemed to be the confidential information of such party ("Information"). During the Term and for a period of three (3) years thereafter, the receiving party shall (a) not use Information received from the disclosing party in confidence, (b) use such Information only for the purposes of performance under this Contract, (c) reproduce such information only to the

4.13. Entire Contract. The Contract contains the entire understanding, agreement and representations of the parties. The Contract supersedes all prior writings, discussions and understandings concerning the subject matter, including any prior GLOBALTRACS evaluation agreement. No additional or different terms or conditions proposed by Customer or contained in any purchase order are rejected and shall be of no force and effect unless expressly agreed to in writing by GLOBALCOM. In order to be binding, an amendment or modification of any of the provisions of the Contract must be

EXHIBIT B

INVOICES

QUALCOMM ENTERPRISE SERVICES

ACCOUNTS PAYABLE
TRIBES HOLDINGS, LLC.
470 MIRROR CT #106
HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated
File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98048769	04/10/08	03/31/08	05/10/08

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$350.00

TOTAL CURRENT CHARGES

\$350.00 USD**TOTAL DUE BY****05/10/08**WIRE INSTRUCTIONS

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #0260-0959-3
SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #121-000-358

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QUALCOMM ENTERPRISE SERVICES

ACCOUNTS PAYABLE
TRIBES HOLDINGS, LLC.
470 MIRROR CT #106
HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated
File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98056259	05/11/08	04/30/08	06/10/08

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$383.00

TOTAL CURRENT CHARGES

\$383.00 USD**TOTAL DUE BY****06/10/08**WIRE INSTRUCTIONS

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #0260-0959-3
SWIFT: BOFAUS3N

ACH INSTRUCTIONS

Qualcomm Incorporated
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ACCOUNTS PAYABLE
TRIBES HOLDINGS, LLC.
470 MIRROR CT #106
HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated
File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98065894	06/06/08	05/31/08	07/06/08

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$412.00

TOTAL CURRENT CHARGES

\$412.00 USD

TOTAL DUE BY

07/06/08

WIRE INSTRUCTIONS

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #0260-0959-3
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ACCOUNTS PAYABLE
TRIBES HOLDINGS, LLC.
470 MIRROR CT #106
HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated
File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98075145	07/04/08	06/30/08	08/03/08

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$407.00

TOTAL CURRENT CHARGES

\$407.00 USD

TOTAL DUE BY

08/03/08WIRE INSTRUCTIONS

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #0260-0959-3
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470 MIRROR CT #106
HENDERSON, NV 89011

PLEASE REMIT TO:

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File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98085023	08/05/08	07/31/08	09/04/08

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$407.00

TOTAL CURRENT CHARGES**\$407.00 USD****TOTAL DUE BY****09/04/08****WIRE INSTRUCTIONS**

Qualcomm Incorporated
Account # 12330-17914
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QUALCOMM ENTERPRISE SERVICES

**ACCOUNTS PAYABLE
TRIBES HOLDINGS, LLC.
470 MIRROR CT #106
HENDERSON, NV 89011**

PLEASE REMIT TO:

Qualcomm Incorporated
File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98104946	09/16/08	08/31/08	10/16/08

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$388.00**TOTAL CURRENT CHARGES****\$388.00 USD****TOTAL DUE BY****10/16/08****WIRE INSTRUCTIONS**

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #0260-0959-3
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470 MIRROR CT #106
HENDERSON, NV 89011

PLEASE REMIT TO:

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File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98115083	10/13/08	09/30/08	11/12/08

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$393.00

TOTAL CURRENT CHARGES

\$393.00 USD**TOTAL DUE BY****11/12/08**WIRE INSTRUCTIONS

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #0260-0959-3
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HENDERSON, NV 89011

PLEASE REMIT TO:

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File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98126577	11/13/08	10/31/08	12/13/08

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$388.00

TOTAL CURRENT CHARGES

\$388.00 USD

TOTAL DUE BY

12/13/08WIRE INSTRUCTIONS

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #0260-0959-3
SWIFT: BOFAUS3N

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QUALCOMM ENTERPRISE SERVICES

ACCOUNTS PAYABLE
TRIBES HOLDINGS, LLC.
470 MIRROR CT #106
HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated
File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98151352	01/13/09	12/31/08	02/12/09

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$367.00

TOTAL CURRENT CHARGES

\$367.00 USD

TOTAL DUE BY

02/12/09

WIRE INSTRUCTIONS

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #0260-0959-3
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QUALCOMM ENTERPRISE SERVICES

ACCOUNTS PAYABLE
TRIBES HOLDINGS, LLC.
470 MIRROR CT #106
HENDERSON, NV 89011

PLEASE REMIT TO:

Qualcomm Incorporated
File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98161169	02/13/09	01/31/09	03/15/09

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$355.00

TOTAL CURRENT CHARGES

\$355.00 USD

TOTAL DUE BY

03/15/09WIRE INSTRUCTIONS

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #0260-0959-3
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QUALCOMM ENTERPRISE SERVICES

**ACCOUNTS PAYABLE
TRIBES HOLDINGS, LLC.
470 MIRROR CT #106
HENDERSON, NV 89011**

PLEASE REMIT TO:

Qualcomm Incorporated
File No. 54210
Los Angeles, CA 90074-4210

CUSTOMER NUMBER	INVOICE NUMBER	INVOICE DATE	MONTH ENDING	DATE DUE
1015670	98171401	03/13/09	02/28/09	04/12/09

CURRENT CHARGES

GlobalTRACS® equipment management system
15 Billed Units

\$355.00

TOTAL CURRENT CHARGES**\$355.00 USD****TOTAL DUE BY****04/12/09****WIRE INSTRUCTIONS**

Qualcomm Incorporated
Account # 12330-17914
Ref: QES
Bank of America
San Francisco, CA
ABA #0260-0959-3
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